

EXTERMINATING SERVICES AGREEMENT

THIS CONTRACT made as of the 30 day of August, 2024, in the Territory of the Virgin Islands, by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, Charlotte Amalie, St. Thomas, U.S. Virgin Islands 00802 (hereinafter the "**CLIENT**") and **OLIVER EXTERMINATING OF ST. THOMAS, INC.** ("**PROVIDER**") whose mailing address is P.O. Box 302702, St. Thomas, U.S. Virgin Islands 00803-2702 (hereinafter the "**PROVIDER**"). Each party may be referred to in the singular as "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the CLIENT is in need of exterminating services in the CLIENT's Frenchtown Office located in St. Thomas, U.S. Virgin Islands; (hereinafter the "Property") and

WHEREAS, the CLIENT solicited quotes from companies to provide exterminating services for the Authority; and

WHEREAS, two companies submitted bids in response to the solicitation, including the PROVIDER whose bid in the amount of One Hundred Fifty and 00/100 (\$150.00) Dollars monthly was the lowest bid; and

WHEREAS, the CLIENT desires to engage the services of the PROVIDER to provide the services and the PROVIDER represents that it is willing and capable of providing such services.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Contract, the parties hereto do covenant and agree as follows:

1. SCOPE OF SERVICES: PROVIDER will provide CLIENT with the following pest control services at CLIENT's Property in accordance with the attached schedule:

- Pest control for roaches, rats, ants, centipedes and millipedes.
- Monthly treatment consists of interior spraying around baseboards, closets, around windows and doors as well as baiting rodent stations. (If a problem should reoccur during the month after service, Provider will return to address the problem(s) at no additional charge)
- Utilize integrated pest management techniques which incorporate proper monitoring, making necessary recommendations for sanitary conditions in addition to use of pesticides and repellants and trapping devices.

2. TERM: This Agreement shall be for a term of one (1) year commencing on August 30, 2024 and terminating on July 29, 2025. The CLIENT shall have one (1) option to extend the term of the contract for a similar term at the existing billing rates subject to PROVIDER'S satisfactory performance and by mutual written agreement of the parties. The CLIENT reserves the right to modify and/or terminate the contract if the PROVIDER fails to perform in a manner consistent with the terms of the contract. In addition, the CLIENT reserves the right to modify and/or terminate the contract if funding becomes unavailable.

3. COMPLETION & EXTENSION OF CONTRACT WORK: The CLIENT shall extend the completion date if there are delays caused by acts of God, unavoidable circumstances, or the negligence of the CLIENT or its agents or employees other than the PROVIDER. The extension shall equal the length of the delay by any of the above factors. However, there shall be no extensions to the completion date without the prior written consent of the CLIENT.

4. PAYMENT: CLIENT will pay PROVIDER One Hundred Fifty and 00/100 Dollars (\$150.00) per month. Total costs for this agreement shall not exceed **One Thousand Eight Hundred and 00/100 (\$1,800.00) Dollars per annum.** Billing shall be done on a monthly basis. Payment is due within 30 day(s) of receipt of invoice.

5. MATERIALS: PROVIDER will use its own materials. PROVIDER will only use materials that are registered with the Environmental Protection Agency to perform the services. PROVIDER will use all materials in strict accordance with label directions.

6. ACCESS REQUIREMENT: CLIENT will provide PROVIDER access to the Property and to all areas of the Property scheduled for extermination, as noted under Scope of Services, at the scheduled time.

(a) PROVIDER agrees to keep any keys and details of access codes strictly confidential and take all reasonable steps to ensure the security of any physical keys and access codes. PROVIDER will be liable for any losses of any nature that may arise from the CLIENT's provision of any keys and/or access details.

(b) If PROVIDER is prevented from gaining access to CLIENT’s property to carry out work as arranged, the time lost to the PROVIDER shall be considered one (1) hour per employee involved and the PROVIDER reserves the right to invoice CLIENT accordingly.

7. SCHEDULE: PROVIDER shall perform the Scope of Services once a month. Pursuant to 1 V.I. Code Ann. § 171(a) of the Virgin Islands Code, the CLIENT recognizes the following legal holidays:

MONTH/DATE	HOLIDAY	
July 3, 2024	V.I. Emancipation Day	
July 4, 2024	Independence Day	
First Monday in September	Labor Day	
Second Monday in October	Columbus Day and Puerto Rico Friendship Day	
November 1, 2024	D. Hamilton Jackson Day	
Fourth Thursday in November	Thanksgiving Day	
December 25, 2024	Christmas Day	
December 26, 2024	Christmas Second Day	
January 1, 2025	New Year’s Day	
January 6, 2025	Three King’s Day	
Third Monday in January	Martin Luther King, Jr. Birthday	
Third Monday in February	President’s Day	


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As reflected on the Calendar	Holy Thursday
As reflected on the Calendar	Good Friday
As reflected on the Calendar	Easter Monday
March 31, 2025	Transfer Day
Last Monday in May	Memorial Day

PROVIDER shall not perform exterminating services on the aforementioned holiday(s) and any other days that CLIENT informs the PROVIDER is a holiday (including days declared by the President of the United States or the Governor of the Virgin Islands).

8. CANCELLATION POLICY: In the event CLIENT needs to cancel a scheduled exterminating appointment, CLIENT is required to provide PROVIDER with twenty-four (24) hour notice. CLIENT may give PROVIDER such notice via phone or email. Should CLIENT fail to give PROVIDER twenty-four (24) hour notice of cancellation on more than one occasion, CLIENT must pay 30% of the fee for the canceled cleaning.

In the event PROVIDER needs to cancel a scheduled cleaning appointment, PROVIDER is required to provide CLIENT with twenty-four (24) hour notice. PROVIDER may give CLIENT notice via phone to Ms. Tamia Turner or Nichole Johnson by calling 340-772-4432 or via email tturner@vihfa.gov or njohnson@vihfa.gov. For each occasion that PROVIDER fails to give twenty-four (24) hour(s) notice of cancellation, if any, PROVIDER **must reschedule the service to the next day; failing which**, PROVIDER must perform the Scope of Services for CLIENT free of charge at no cost to the CLIENT on one (1) of the scheduled days.

9. LICENSURE: The PROVIDER covenants that:


(a) It is duly organized and existing and authorized, qualified and licensed to do business in the United States Virgin Islands.

(b) It will, during the term of this Agreement, remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license, and it will not cease doing business, dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it without the prior written consent of the Authority.

(c) It has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Agreement, and has duly authorized the execution, delivery and performance of this Agreement.

(d) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Agreement do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of any legal restrictions or any Agreement or instrument to which Provider is now a party or by which is bound or constitute a default under any of the foregoing.

10. TERMINATION OF AGREEMENT: Either party may terminate this Agreement at any time by supplying a written notice of termination on a specified date to the other party, with at least ten (10) days prior to the stated date of termination.


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11. APPLICABLE LAW AND VENUE: The terms of this agreement will be governed by the laws of the United States Virgin Islands.

12. ASSIGNMENT: The PROVIDER shall not subcontract or assign any part of the Scope of Services under this Agreement to any other party without CLIENT’S prior written consent.

13. INDEMNIFICATION: PROVIDER shall agree to defend, indemnify and hold, the CLIENT, harmless from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges, and expense (including attorneys’ fees) and causes of action of whatsoever character which the CLIENT may incur, sustain, or be subjected to, arising out of or in any way connected to the services to be performed by PROVIDER under this Agreement and arising from any cause, except the sole negligence of the Authority. PROVIDER shall provide the CLIENT a copy of PROVIDER’s insurance binder evidencing coverage for liability and personal injury.

14. INDEPENDENT CONTRACTOR: The PROVIDER shall perform this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. PROVIDER shall be responsible for the supervision of its employees. All employees must be competent and skilled in their work.

15. LIABILITY OF OTHERS: Nothing in this Agreement shall be construed to impose any liability upon the CLIENT to persons employed/engaged by PROVIDER in any manner whatsoever or make the CLIENT liable to any such persons for the acts, omissions, liabilities, obligations, and taxes of PROVIDER of whatsoever nature, including but not limited to unemployment insurance and social security taxes for PROVIDER or persons engaged by PROVIDER.


16. FORCE MAJEURE: PROVIDER and any of its employees or agents shall not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of PROVIDER.

17. SEVERANCE: In the event that one or more of the provisions of this Agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

18. WAIVER: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. CONFIDENTIAL INFORMATION: The PROVIDER acknowledges that it may have access to certain confidential information when performing the Scope of Services contained herein


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and agrees to take necessary acts to ensure that the PROVIDER does not make public any of the CLIENT’s information that is identifiable in writing as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform the Scope of Services herein or as required by law.

20. NOTICE: Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

CLIENT: **Virgin Islands Housing Finance Authority**
3202 Demarara, Suite 200
St. Thomas, U.S. Virgin Islands 00802
Attention: Eugene Jones, Jr. Executive Director

PROVIDER: **Oliver Exterminating of St. Thomas, Inc.**
P.O. Box 302702
St. Thomas, VI 00803-2702
Attention: Andina Ruan, Vice President

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

21. ENTIRE AGREEMENT: This Agreement contains the entire intent of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first above written.

WITNESSES: (2 signature required)

- (1) Kudah Nicholls
- (2) Legniece George
Legniece George

WITNESSES:

- (1) Claudia Ruan
- (2) Abher

Reviewed for legal sufficiency:

Nycole Thompson
Nycole Thompson, Esq.,
Legal Counsel

**OLIVER EXTERMINATING
OF ST. THOMAS, INC.**

BY: A. Andina Ruan
Andina Ruan, Vice President

**VIRGIN ISLANDS HOUSING FINANCE
AUTHORITY**

BY: Eugene Jones, Jr.
Eugene Jones, Jr., Executive Director

Dated: 8/21/2024